

REQUEST FOR PROPOSAL

For

**COMMERCIAL REAPPRAISAL
AND REVALUATION 2021**

BID # 200005RFP



**REQUEST FOR PROPOSAL REAPPRAISAL AND REVALUATION - 2016
TOWN OF WEST HARTFORD, CONNECTICUT**

1. INTENT

The Town of West Hartford is soliciting proposals from qualified respondents to provide a reappraisal and revaluation of all **commercial** and exempt real property in the Town of West Hartford as of October 1, 2021. This revaluation is subsequent to the Town of West Hartford's last revaluation as of October 1, 2016, pursuant to the requirements of Section 12-62 of Connecticut General Statutes.

2. SCOPE OF SERVICES

2.1 Objective

The objective expected from completion of the proposed work is described in the Overview section on page 1.

2.2 Specific Tasks

The tasks required to perform this reappraisal and revaluation are described in detail in the Specifications for Reappraisal and Revaluation – 2021 section, I through VI on pages 2 - 18.

3. TERM OF CONTRACT

Delivery of the proposed services shall be in accordance with the Completion Date and Time Schedule, described in the Specifications section, I D, pages 5 - 6.

4. PROPOSALS

The Town of West Hartford (Town) will not be liable for any costs incurred in the preparation of the response for this Request for Proposal.

These specifications in their entirety are the property of the Town of West Hartford, Connecticut. The Proposer shall not copy or disseminate any portion of these specifications without express written authorization from the Town, except as necessary in the preparation of a proposal. Any authorized copies of these specifications or portions thereof shall include a similar paragraph prohibiting further copying or dissemination.

All proposal submissions and materials become property of the TOWN and will not be returned.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

4.1 Submission and Deadline

All proposals must be received by 2:30 PM on January 8, 2020 One original and five copies shall be submitted to:

Town of West Hartford, Connecticut
Peter Privitera
Director of Financial Services
50 South Main Street, Rm 223
West Hartford, CT 06107

All proposals shall be opened publicly and recorded as received. Proposers may be present at the opening, however, there will be no public reading of Proposals. Proposals received later than time and date specified will not be considered.

Interested respondents are strongly urged to attend the pre-bid conference to be held on December 19, 2019 at 11:00 AM in the West Hartford Town Hall room 217, 50 South Main Street, West Hartford, CT as this will be the prime opportunity to verbalize questions relative to this project with the Town's project team. At this time, there will also be a site review. General questions about this request may be emailed to Tammy Bradley, Buyer, Purchasing Division at tammyb@westhartford.org.

Answers to these questions will be addressed in an addendum which will be issued by the Town of West Hartford and mailed to each proposer. No addendum will be issued less than 2 (two) calendar days before the scheduled RFP opening unless it is to postpone the RFP. All information given by the TOWN except by written addenda shall be informal and shall not be binding upon the TOWN nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the TOWN.

All proposals shall remain firm and cannot be withdrawn for a period of 90 days after receipt of proposals.

All firms who are furnished a copy of this request, but who decide not to offer a Proposal to the Town of West Hartford, are asked to submit a negative reply. Specific comments and observations are encouraged.

4.2 Packaging

An **original** and five (5) copies of the proposal shall be placed in a **sealed envelope**, bearing the name and address of the respondent and clearly marked with the words, **200005RFP: REAPPRAISAL AND REVALUATION - 2021.**

4.3 Organization and Content of Proposal

The Request for Proposal is intended to provide interested Proposers with uniform information concerning the conditions for submitting proposals. To that extent this RFP presents detailed system requirements. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the proposer's risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for the TOWN's review and analysis. The Proposal shall contain the following sections, in the order and format described.

Section 1: Submittal Letter

Respondents shall submit a cover letter addressed to, Director of Financial Services, and signed by an authorized principal or agent of the respondent. The cover letter shall provide an overview of the respondent's offer as well as the name, title, email address and telephone number of the person to whom the TOWN may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to negotiate and contractually bind the firm.

Section 2: Detailed Proposal including:

Project Understanding: Provide a written discussion in sufficient detail to demonstrate an understanding of the scope of the project and the services required.

Experience: Provide a detailed written summary of the Respondent's experience, qualifications, financial strength, and capability in providing similar services elsewhere, as described in the Specifications section, I. A., page 2.

Staff Plan: Identify all staff who will provide any portion of the services required under contract as described in Specifications section, I. B., pages 2 and 3. For each identified individual, provide background and experience, and areas and levels of responsibility.

Service Delivery Plan: Describe how services required as stated in the Specifications section I. D., pages 5 and 7, will be provided to the TOWN, and describe how the service delivery plan will ensure timely delivery of services. The delivery plan must include a detailed schedule.

Services Expected of the TOWN: Define the nature and scope of all services expected to be provided by the TOWN.

Section 3: Requirements and Specifications

A paragraph by paragraph response to the specific requirements detailed in the Specifications for Reappraisal and Revaluation – 2021, Sections I through VI, pages 2 through 18, and is required.

Section 4: Exceptions

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The TOWN may accept proposals which take exception to any requirements in this RFP. Any exception must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

Section 5: Cost Proposal

All respondents are required to submit an itemized fee proposal for all services outlined in the RFP. All services must be included in this fee proposal. The TOWN is exempt from the payment of excise taxes, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed

fee.

The TOWN reserves the right to negotiate fees and payment schedules with the selected respondent.

5. PROPOSAL EVALUATION

5.1 Selection Criteria

Proposals in response to this RFP shall be reviewed against the criteria listed below. The following criteria will be used, without limitation, in determining the successful Provider:

- 5.1.1 The Respondent's technical understanding of the project, its purpose, scope and field evidenced by the quality of the proposal submitted.
- 5.1.2 The background experience, and financial strength of the Respondent in providing similar services elsewhere, including the level of experience in working with other municipalities of similar size, and the quality of services performed, either for the TOWN or for other municipalities.
- 5.1.3 The specific background, education, qualifications, and relevant experience of the individuals designated to provide services, especially those of the project manager, and documentation of relevant and pertinent training and accreditations of each member of the team.
- 5.1.4 Commitment to the TOWN's timetable for the project.
- 5.1.5 Assessment of the Respondent's ability to develop and maintain a positive working relationship with TOWN staff and actively communicate with same.
- 5.1.6 Competitiveness of proposed fee, although the TOWN is not bound to select the respondent who proposes the lowest fees for services. The TOWN reserves the right to negotiate fees with the selected respondent.
- 5.1.7 The Respondent's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- 5.1.8 A review of references (other clients including those lost to other bidders) that were provided in the Proposal submitted.

5.2 Selection Process

- 5.2.1 Proposals will be evaluated based upon the criteria and/or factors of evaluation listed in the Request for Proposal.
- 5.2.2 The TOWN may elect to have the proposals evaluated by a committee of two or more individuals to make a selection. If deemed necessary by the committee, the TOWN reserves the right to short list the proposals received. The committee shall arrange for interviews/oral presentations, and site visits to clients as part of the

selection process. The Town will notify in advance the time and date for presentation.

5.2.3 The TOWN shall select that responsible and responsive proposer whose proposal is determined by the TOWN to be the *Best Value* for the Town on the basis of the criteria and/or factors of evaluation listed. The TOWN expressly reserves the right to negotiate with the selected proposer prior to an award of any contract pursuant to this Request for Proposal.

5.2.4 The TOWN reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the TOWN or that no proposal was accepted. Proposers whose proposals are not accepted will be so notified. Notification of non-selected proposals will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient.

6. COLLUSION

Any act or acts of misrepresentation or collusion, shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the TOWN enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the TOWN may cancel said contract without incurring liability, penalty or damages.

7. GENERAL REQUIREMENTS AND CONDITIONS

7.1 Indemnification and Insurance

The selected proposer shall be required to provide Indemnification and Certificates of Insurance as defined in the Indemnification and Insurance Exhibit.

7.2 Affirmative Action Policy

The TOWN is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the TOWN, as per Federal Order 11246. By submitting a Proposal for this Request for Proposal, all vendors and contractors agree to this condition of doing business with the TOWN and should the TOWN choose to audit their compliance, the vendor agrees to cooperate fully.

7.3 Taxes

All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal government and/or the State of Connecticut. Purchases made by the Town of West Hartford are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices. Federal Excise Tax exemption certificates, if requested, will be furnished.

7.4 Holidays

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day are only holidays the contractor is not required to maintain office hours per Section IV, Section D, of these contract-bidding documents. On these holidays, and Rosh Hashanah and Yom Kippur, the contractor shall make no appointments for physical inspections with property owners.

OVERVIEW

SCOPE OF SERVICES - REVALUATION

The project shall be for the complete reappraisal of all taxable Commercial real estate, and exempt real estate within the corporate limits of the Town of West Hartford, Connecticut, as of October 1, 2021, as described below. This revaluation is subsequent to the Town of West Hartford's last revaluation as of October 1, 2016, pursuant to the requirements of Section 12-62 of Connecticut General Statutes.

1. All taxable commercial real estate, land, buildings, and improvements.
2. All exempt commercial real estate, land, buildings, and improvements.
3. All public utility land and buildings.

All work to be carried out in this project and all forms, materials, and supplies utilized in this project shall conform to and be executed in accordance with the requirements of the Secretary of the Office of Policy and Management and the Connecticut General Statutes pertaining hereto, and shall be subject to the direct supervision and approval of the Director of Assessment of the Town of West Hartford, Connecticut.

The value to be determined shall be (70) percent of the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraising.

TOWN DATA

1. The last revaluation was effective as of October 1, 2016.
2. The 2010 population was estimated to be 63,268.
3. The area of the town is 22 square miles.
4. Administration\Tax Billing system is: Quality Data
5. CAMA System presently used is: Vision 8.0

The CONTRACTOR shall value all newly constructed improvements created prior to October 1, 2021, or those incomplete as of this valuation date, and these parcels shall be included in the contract price and valued in the same manner as stated above, and as provided hereinafter.

The attached Appendix provides the number and classification of parcels within the municipality.

SPECIFICATIONS FOR REAPPRAISAL AND REVALUATION - 2021

I. GENERAL CONDITIONS

A. CONTRACTOR

1. Certification

Each company, corporation, partnership, or individual, hereinafter termed CONTRACTOR, must hold from the time of submission of the bid through the completion of all work, a valid Connecticut Revaluation Company Certificate pursuant to Section 12-2c of the Connecticut General Statutes.

2. Proposal

Each PROPOSAL submitted shall include a copy of the CONTRACTOR'S Connecticut Revaluation Company Certificate, shall itemize the CONTRACTOR'S qualifications and experience. The CONTRACTOR shall submit a complete client list of municipalities by state to which it has rendered services during the last five years and the nature of those services. At least one such project shall have been performed for a municipality whose assessment list is comparable to or larger than that of the Town of West Hartford. The PROPOSAL shall also include a statement showing the number of years the bidder has actually been engaged as a company, corporation, partnership, or individual specializing in municipal tax revaluation services.

3. The Company shall not make any changes to this Request for Proposal as presented. The proposal shall reflect all costs required fulfilling the contract as stated. The proposal shall be in the same format as this RFP.

B. PERSONNEL

The CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of both the federal and state governments. The Company shall adhere to all other legislation relating to employment procedures.

1. Qualifications of Personnel

All personnel assigned to this project shall be subject to approval of the Director of Assessment and Project Manager and shall be subject to removal from this project by the CONTRACTOR upon the written request of the Director of Assessment.

2. Minimal Qualifications

a. Project Manager or Supervisor

The administration of this project shall be assigned by the CONTRACTOR to a project manager or supervisor who shall be certified by the State of Connecticut as a Revaluation Supervisor and shall have not less than five years of practical appraisal experience in the appraisal of residential, commercial, industrial and farm properties. A copy of the Project Manager/Project Supervisor's State Certification must be filed with the Director of Assessment prior to the commencement of work.

b. Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program and shall have at least five years of practical experience in Connecticut in the appraisal of particular types of properties for which they are responsible or subject to the approval of the Director of Assessment. A copy of state certifications for the personnel must be filed with the Director of Assessment prior to commencement of work.

c. Data Collectors

Data Collectors shall have at least one year of experience and training in the applicable phase of the revaluation project. The Director of Assessment and other Town officials shall be notified, in writing, of such individual's name, starting date, qualifications, and field assignments as stated in the Proposal Requirements prior to commencement of work.

3. Identification

All field personnel shall carry suitable identification cards supplied by the CONTRACTOR and signed by the appropriate municipal official. Such cards shall be laminated and include a recent photograph. All motor vehicles used by field personnel shall be reported to the appropriate municipal official, giving license number, make, model, year and color of vehicle.

4. Conflict of Interest

No resident or Town employee shall be employed by the CONTRACTOR, except for clerical purposes, without prior approval of the Director of Assessment.

C. PROTECTION OF THE TOWN

1. Bonding

The CONTRACTOR shall, to insure the faithful performance by the CONTRACTOR of the terms of this contract, furnish to the Town a performance surety bond in the amount of this contract, which bond shall be issued by a bonding company authorized to do such business in the State of Connecticut. Said bond shall be in a form satisfactory to and approved by the Town Attorney. The

performance bond shall be delivered to the Town prior to the commencement of actual work. This bond shall include the appeal requirements of these specifications. It is understood and agreed upon that the completion of the approved delivery to the Town of the Revaluation Project that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of any appeals as described below. This reduced amount of bond shall become effective after the Revaluation Project has been completed and has been approved by the Director of Assessment and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the Grand List of October 1, 2021.

2. Insurance

Contractors shall provide insurance per the attached Insurance Exhibit.

4. Liquidated Damages

a. Failure by the CONTRACTOR to complete all work prior to the date specified herein, shall be cause for liquidated damages. Liquidated damages are not a penalty, but assures the completion of the project in the proposed timelines. The Town will assess up to five hundred dollars (\$500.00) per day beyond the date of completion. For the purposes of this liquidated damage, completion of work by CONTRACTOR, is defined as follows:

1. Completed data entry within Vision Cama with all measurements, listings, pricing, review, and final valuation.
2. Written certification by the Assessor that the CONTRACTOR has fulfilled all contractual requirements of said project.
3. This penalty, if applied, shall be deducted from the contract price.
4. Delays occasioned by war, strike, explosion, acts of God, or and order of court or other public authority is excluded.
5. For each property above the allowable 95% which is not properly inspected, the Director of Assessment may deduct five hundred dollars (\$500.00) from the contract price to be paid to the CONTRACTOR.

D. COMPLETION DATE AND TIME SCHEDULE

1. Awarding of Contract

Within a reasonable time after the opening of the Proposals, the Town shall award the contract for the reappraisal and revaluation project. The Town reserves the right to reject any and all Proposals or any portion thereof as previously stated.

2. Signing of Contract

Within thirty (30) days after the selection of a CONTRACTOR by the Town, the CONTRACTOR shall execute with the Town the contract upon the basis of these Specifications for Reappraisal and Revaluation.

3. Changes and Subletting of Contract

a. Changes

Changes in these specifications for reappraisal and revaluation in the contract will be permitted only upon written mutual agreement of the CONTRACTOR and the Town. A copy of signed changes will be provided to the Town by the CONTRACTOR.

b. Subletting

The CONTRACTOR shall not assign, transfer, or sublet the contract, or any interest or part therein, without first receiving written approval from the Town and the bonding company. It shall be mutually agreed and understood that said consent by the Town shall in no way release the CONTRACTOR from any responsibility or liability as covered in these Specifications for Reappraisal and Revaluation and the contract.

4. Time Schedule

The revaluation work must be started at by the following date April 1, 2020. The CONTRACTOR is subject to liquidation damages if the following completion dates are not met:

a. Completion Dates

The following phases of the revaluation must be completed in accordance with the schedule below.

1. All field inspections and data entry completed by September 1, 2021; pricing, review, and final valuation by October 15, 2021.
2. Assessment notices addressed and prepared for mailing by November 8, 2021.
3. Informal hearings to begin no later than November 17, 2021, to end no later than December 20, 2021.
4. All street cards, as corrected and finalized after the informal hearings, to be turned over to the Director of Assessment no later than December 23, 2021.
5. Completion of the project shall not be final until either the Director of Assessment certifies the entire project by signing the appropriate forms, or if applicable, the CONTRACTOR fulfills all requirements set forth in the regulations by OPM.

b. Assessment Date

The completed appraisals, upon approval of the Director of Assessment, will serve as a basis for assessment effective on the Grand List of October 1, 2021.

c. Project Timetable

The CONTRACTOR is required to submit before the commencement of the project, the timetable for the entire project. The timetable must be followed by the CONTRACTOR. Any variation of the timetable must have the express consent of the Director of Assessment.

E. PAYMENT SCHEDULE

Payments shall be made in the following manner:

1. At the end of each thirty day period during the period covered by this contract, the CONTRACTOR is to certify in writing in the form of a progress report to the Director of Assessment the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, category, or in any other manner required by the Director of Assessment.
2. The Town, upon determination by the Director of Assessment that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to the CONTRACTOR a percentage of the total compensation under this contract equal to the percentage of work certified as having been performed during said period in accordance with the schedule below, less ten percent (10%) which is to be retained by the Town for payment to the CONTRACTOR at such time that it has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten percent (10%) of the contract price is to be paid upon the Board of Assessment Appeals completion of its duties on the October 1, 2021 Grand List.

II. CAMA SOFTWARE:

The software being utilized by the Assessor's Office is the Vision 8.0 CAMA system.

A. CAMA SYSTEM

1. The valuation module provides for the determination of the value of all real property based on accepted appraisal methodology, using a table - or formula - driven system. At a minimum, the valuation module has the ability to perform the tasks described below and conform to all requirements and recommendations of the Office of Policy & Management. The CAMA System meets the requirements as provided for in Section 12-62f-1 to 12-62f-6 of the Regulations of Connecticut State Agencies.
 - a. With respect to land, the valuation module has the capacity to compute value

based upon one or more of the following: Square feet; acreage; standard lot size; frontage/depth; and or unit. In addition, said module allows for the editing of land values based upon market-derived adjustment factors, using at least two of the following: unit value; fractional acreage; and front foot adjusted for depth.

- b. With respect to residential property, the valuation module has the capacity to: compute replacement cost new, less depreciation; provide user-modifiable tables or formulas for various types of buildings; provide user-modifiable depreciation tables for age and condition variables; compute the value of each yard improvement (e.g., swimming pool, tennis court, detached garage, and shed); allow for the acceptance, rejection or adjustment of table - or formula - derived values; allows for on-line sketch input; provides for the automatic computation of total square footage; provides for the automatic computation of gross living area; and provides for the computation of other area measurements as defined by the user. In addition, the valuation module has the capacity to allow user modifiable selection criteria to identify up to three properties that are most comparable to the property for which a value is being determined.
 - c. With respect to apartment, commercial and industrial properties, the valuation module has the capacity to: Compute replacement cost new, less depreciation; compute the value of each yard improvement (e.g., paving, and fencing); allow for the acceptance, rejection or adjustment of table - or formula - derived values; and provide for the automatic computation of total square footage. In addition, said module shall have the capacity to compute the value of property using the income approach, by use of the direct capitalization method.
 - d. The valuation module also has the capacity to: Print a property record card with the appropriate fields listed in the data management module; allows flexibility of design of the data printed on a property record card, based on the discretion of the Director of Assessment; provide for the random printing of cards; provides for the printing of sketches showing dimensions; insures the closure of such sketches; and provides for the creation of multi-page property record cards for a parcel.
- 2. The valuation module includes a general report writer capable of printing two screen and hard copy, and/or providing the data listed in the data management module to a magnetic diskette. In addition, such application shall have the capacity to produce reports for statistical and comparable sales analysis based upon pre-defined and user-defined criteria.
 - 3. The valuation module has the capacity to calculate, print reports, and output to standard analytical software programs the following measurements and sales/assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/ assessment ratios by property type and neighborhood: Sales prices; assessments; the mean sales/assessment ratio; the median sales/assessment ratio; the

coefficient of dispersion; the standard deviation; the coefficient of variation; and the price-related differential.

C. DIGITAL PHOTOGRAPHS

1. The computer software has the capability to receive, store and retrieve a digital photograph of each property described in the CAMA data file.
2. The CAMA system shall provide for a random retrieval of a digital photograph of any property and to display and to print it on a property record card along with the traditional property record card information.

III. RESPONSIBILITIES OF REVALUATION CONTRACTOR

The CONTRACTOR is responsible for fulfilling all requirements stated in this Request for Proposal in a timely fashion, and in a professional and satisfactory manner. During the course of this project, the CONTRACTOR shall work cooperatively with and shall provide any reports, invoices, schedules and other information required by this RFP or requested by the Director of Assessment or his/her agent.

A. PUBLIC RELATIONS

The parties of this revaluation project recognize that good public relations are required in order that the public of the Town may be informed as to the purpose, benefits, and procedures of the revaluation program. The CONTRACTOR shall provide reasonable assistance to the Director of Assessment in conducting a program of public information through the press and other media, such as meeting with citizens and property owner groups, as a means of establishing understanding and support for the revaluation program and sound assessment administration. The CONTRACTOR shall supply visual aids and other media at its disposal to insure this end. The Director of Assessment shall approve all public releases. This program will commence prior to the data collection effort and continue on a regular basis for the duration of the project.

B. PERIODIC STATUS REPORTS

The CONTRACTOR shall submit to the Director of Assessment bi-weekly status reports as well as any work completed that is to be reviewed by the Director of Assessment. The report shall contain specifics as to the work completed and the work to be done prior to the next meeting. The Director of Assessment or his/her agent shall review and evaluate the progress of the project, and shall notify the CONTRACTOR whether the work performed is satisfactory and timely, and shall provide any reports, invoices, schedules and other information required by this Request for Proposal Reappraisal and Revaluation services or requested by the Director of Assessment.

C. MANAGEMENT PLAN

The CONTRACTOR is required to provide such plan as required by the Connecticut State

Statutes.

D. QUALITY CONTROL

The CONTRACTOR shall be required to submit a detailed quality control program. The quality control must address both the accuracy and validity of data. This program should include some form of data recollection to assure the quality of the data being collected. This program must include a comprehensive reporting system and be approved by the Director of Assessment.

E. INSPECTIONS

The CONTRACTOR shall guarantee to make a complete physical inspection of at least 95% of the twenty properties (see addendum) identified by the Director of Assessment. Excluded will be those properties wherein the owner refuses inspection or fails to respond to the CONTRACTOR'S notification letter. For each property above the allowable 95%, which is not inspected, the Director of Assessment may deduct five hundred dollars (\$500.00) from the contract price to be paid to the CONTRACTOR.

1. VERIFICATION

The CONTRACTOR'S data collectors will have each interior inspection verified by having the property owner or building manager sign and date the field card. The data collector will also initial each field card to record the measuring and listing of the parcel.

2. REFUSALS

When entrance to a building is refused, the CONTRACTOR'S data collector will make note of this and report weekly to the Director of Assessment with names, addresses and reason for refusal. The Director of Assessment shall review information and if he is unable to gain the cooperation of the party involved, he will notify the CONTRACTOR and the CONTRACTOR will estimate or use the best information available to determine the attributes of the property

3. CALL BACKS

When necessary the CONTRACTOR will make two call backs to attempt to gain entry for an interior inspection. One of these call backs will be on a weekday after 5:00 P.M. or on a Saturday. Dates and times of call backs will be recorded on the field cards.

4. NOTIFICATION

If after two call backs there is no contact with the property owner, the firm shall send Notification via first class mail notifying the property owner that the CONTRACTOR representative was not able to make contact and requesting that within a prescribed time limit the property owner contact the CONTRACTOR by

telephone or by mail for alternative arrangements for the inspection of the property. Failure of the property owner to respond to the notification letter will place this parcel in the 95% entry group.

5. SUPERVISION

Supervisory personnel will oversee data collectors on a ratio acceptable to the Director of Assessment through the course of the data collection effort. These supervisors will in turn work closely with the Town's designated assessment staff to insure accuracy in collection and reliability of data

IV. VALUATION APPROACHES

1. MARKET APPROACH

The CONTRACTOR must describe in detail its particular methods for generating values with the market value approach. The comparative sales approach or a statistical modeling approach are the two preferred techniques. If a statistical modeling approach is employed, the CONTRACTOR must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, all adjustment techniques must be described by the CONTRACTOR in its proposal.

2. SALES VERIFICATION

The validity of all sales for the past 3 years shall be determined by the company and the Director of Assessment. A complete inspection and measurement check must be made of the property to determine the correctness of the current physical listing. A sales file shall be developed which will reflect the property characteristics of the property as of the date of sale. These validated sales will be the basis for the comparable sales approach for the residential properties. The CONTRACTOR shall develop and provide the Director of Assessment with written documentation for the sales verification effort.

3. COST ANALYSIS

The CONTRACTOR shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value. The CONTRACTOR shall develop cost schedules based on current costs of labor and materials prevailing in the Town during the year immediately preceding the October 1, 2016 valuation date.

4. INCOME APPROACH

The CONTRACTOR shall determine a value for income-producing property by converting anticipated income into a property value. The CONTRACTOR shall either capitalize a single year's income expectancies at a market-derived

capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of investment, or discount the annual cash flows for the holding period and the reversion at a specified yield rate.

5. LAND VALUATION

The land values will be derived from market sales and/or land residual analysis. The land values will be set by the CONTRACTOR and reviewed by the Director of Assessment. In the event of any disagreement between the Director of Assessment and the Contractor, the Director of Assessment shall have the final decision confirming all land values and methods.

6. NEIGHBORHOOD DELINEATION

The Contractor, with the assistance and approval of the Director of Assessment will delineate the Town into valuation neighborhoods. These neighborhoods will be determined by analysis of the market factors needed to select comparable sales for the sales comparable approach to value. Boundaries such as highways, natural, economic conditions and zoning etc. shall be considered.

7. DEPRECIATION ANALYSIS

The CONTRACTOR shall develop and explain separately each depreciation on the property record card and/or worksheet, (if used). Land values shall be added to the depreciated improvement value. Compare the depreciated replacement cost of each property with the value produced via income analysis, or sales comparison, and develop obsolescence guides by type of property and location. Analysis should be reviewed with the Director of Assessment and a copy shall be provided at the completion of the project.

V. VALUATION OF REAL ESTATE

The Contractor will calculate a value estimate for each parcel that will be comprised of a land, building, outbuilding, and total value. The final value shall reflect 70% of fair market value as of October 1, 2021. The CONTRACTOR shall compute to the nearest 100 dollars the value of all properties identified above.

A. COMMERCIAL/INDUSTRIAL PROPERTIES

The appraisal of income producing properties relies heavily on an analysis of what the prudent investor would pay for a given property based on the income stream that the property could reasonably be expected to produce. In this regard, the actual income/expense information for each property will be collected and analyzed to arrive at a capitalization rate reflective of the market environment.

The Town of West Hartford will be responsible for the collection of these income/expense forms, while the Contractor will be responsible for the field verification of this data. The Contractor subject to the approval of the Director of Assessment will handle the analysis of the data.

The CAMA System will give the appraiser the ability to model the market place by physical characteristics, construction type, and actual use for income producing properties and apply the results of the models to individual commercial or industrial properties. The models are used to assign appropriate economic rent and expense information that is keyed to the location of the property and the allocation of building space for potential or actual use.

The review appraiser will be provided with a single review document which provides information regarding the physical characteristics of the property, the indicated cost approach, and one or more approaches to value that have already been adjusted to reflect the location, age, and condition of the subject property.

Capitalization rates shall be developed by type of property, and location. When the Director of Assessment has approved capitalization rates and techniques, the Contractor shall perform income approaches using both actual and economic income and expense data.

B. FIELD REVIEW

1. Quality Study/Pre-Review

Experienced Company Staff will perform a full pre-review of data that has been collected by data collectors. During this step, adjustments to grade, depreciation, and functional/economic adjustment factors may be made to better reflect market trends within the Town. Observed depreciation shall include physical depreciation, functional and economic obsolescence. Final depreciation will reflect the interior and exterior condition on all types of properties. The Director of Assessment's Staff will work closely with the Company's reviewers verifying consistency of grades, depreciation, etc.

C. VALUATION REVIEW

The CONTRACTOR will field review all commercial parcels after value generation. The CONTRACTOR is responsible for the review of value estimates for all commercial real property parcels to verify that the application of the valuation methodology employed has resulted in the uniform and consistent valuation of comparable properties. The CONTRACTOR shall be required to submit final values in a timely manner to be determined by the Director of Assessment. The CONTRACTOR will record on the CAMA data file the source of the final appraisal value (cost, market, income, appraiser override, etc.) and the date the final review was made. Non-compliance with the plan will cause a penalty of one hundred dollars (\$150) per day for each of the first 10 days and five hundred dollars (\$500) per day for each day in non-compliance thereafter.

Individuals conducting this phase of the program must have valuation expertise, field review experience and knowledge of the valuation techniques employed in the Town, as well as complete familiarity with the revaluation project. During review valuation changes are made due to data error, the data must be corrected on the property file by the CONTRACTOR.

The CONTRACTOR shall provide the Director of Assessment with written procedures for the conduct of valuation field review at least ten (10) days prior to the scheduled date for the commencement of the valuation field review.

D. INFORMATION

The CONTRACTOR shall give to the Director of Assessment any and all information, including but not limited to, pricing schedules, hearing information etc., necessary pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List without further cost to the Town.

E. TRANSMITTAL OF RECORDS TO THE ASSESSOR

Regular periodic delivery of appraisals, as completed, shall be turned over to the Director of Assessment for review. All appraisals of buildings, either completed or under construction and all completed and corrected records shall be turned over to the Director of Assessment by the dates specified in the schedule agreed upon by the Director of Assessment. All documentation employed in conjunction with this program, including software programs, shall become the property of the Director of Assessment. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of October 1, 2021. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

F. ASSESSMENT NOTICES

At the close of the revaluation, a notice shall be sent at Town of West Hartford's expense including an envelope, by first class mail, to each owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The notice shall be prepared in conjunction with the CONTRACTOR and in conformity with the Connecticut General Statutes, as from time to time amended. Further, enclosed with such notice shall be a letter specifying the dates, times, and place of the informal public hearings with an explanation as to the appeal process. The TOWN and the CONTRACTOR will conduct the informal public hearings. Such notices and letters shall be subject to the approval of the Director of Assessment. A duplicate copy of all letters sent shall be arranged in alphabetical order and left with the Director of Assessment.

G. INFORMAL PUBLIC HEARINGS

1. At a time mutually agreeable to the Director of Assessment and the CONTRACTOR following completion of all review work by the Director of Assessment and the CONTRACTOR, the TOWN and CONTRACTOR shall hold public hearings so that property owners, or their legal representatives, may appear at specified times to discuss their new assessments with qualified members of the ASSESSMENT and CONTRACTOR'S staff.
2. The CONTRACTOR, in conjunction with recommendations of the Director of Assessment, shall schedule a sufficient number of hearings and provide adequate personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer shall be given consideration and adjustments shall be made when warranted.
3. The CONTRACTOR shall have an adequate number of days for the informal public

hearings, said hearings to include at evenings and Saturdays. Informal public hearings shall be held on at least 10 week nights and 3 Saturdays. Every property owner shall have the opportunity to an informal hearing with the CONTRACTOR within said period of time agreed upon by the Director of Assessment and the CONTRACTOR.

4. The Town of West Hartford shall mail a notice which reflects the result of the informal hearings at the Town of West Hartford's expense.

H. BOARD OF ASSESSMENT APPEALS

The CONTRACTOR shall have a qualified member or members of its staff available for attendance at any deliberations of the Board of Assessment Appeal meetings to be held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date, including any permitted extension, for the completion of the duties of the Board of Assessment Appeals on the October 1, 2021 Grand List, to assist in the settlement of complaints and to explain the valuations made.

I. LITIGATION

In the event of appeal to the courts, the CONTRACTOR shall furnish a competent witness or witnesses to defend the valuation of the properties appraised, it being understood that the CONTRACTOR shall furnish days of said witnesses for each court action instituted on the October 1, 2021 Grand List assessments at no charge, after the initial 10 days, a per diem rate of one hundred dollars (\$100) will be charged. If an action arises to revoke the revaluation of the October 1, 2021 Grand List, the CONTRACTOR shall provide competent witnesses to defend the revaluation at no cost to the Town.

. CERTIFICATION

The CONTRACTOR shall meet all requirements set forth in this document and no exceptions and or amendments may be made unless expressly authorized by the Director of Assessment. The Director of Assessment must certify that the values resulting from this project represent 70% of the fair market value pursuant to section 12-63 of the Connecticut State Statutes. As a condition of a successful project completion, the Contractor's work product must meet all certification requirements.

1. COMPLIANCE STANDARDS

a. Sales ratio Standards

- (i) The overall level of assessment as measured by the median assessment-sales ratio by the median assessment-sales ratio for all classes of property combined shall be within plus or minus ten (10) percent of the required seventy (70) percent assessment, that is, between 0.63 and 0.77
- (ii) The median ratio for each property class with at least 15 sales shall be within five (5) percent of the over-all median ratio for all classes of property combined. Departures from this standard are permitted if (1) the 95 percent confidence interval for the

median fall within the 5 percent of the overall median, and (2) the standard for the coefficient of dispersion has been met.

- (iii) The coefficient of dispersion for all classes of property combined shall be fifteen (15) percent or less.
- (iv) Provided there are at least fifteen (15) sales, the coefficient of dispersion shall be (10) percent for residential property, fifteen (15) or less for income-producing property, and twenty (20) percent or less for vacant land.
- (v) The regressivity index shall be between 0.98 and 1.03 for all classes of property combined and for any class of property with at least thirty (30) sales. Departures from this standard are permitted if (1) a scatter plot of assessment sales ratios against sales price shows that the regressivity index is abnormally influenced by outliers and (2) a statistical test does not confirm the existence of price-related bias at the ninety-five (95) percent confidence level (two-tailed test).

b. Sample Size

The reliability of a ratio study increases with sample size. In conducting physical and statistical revaluations, contractors may use sales up to three years before and three months after the assessment date (39 months).

At least one year of sales, including the nine months before and three months after the assessment date, shall be used in conducting assessment-sales ratio testing. If there are not at least (30) valid sales available in the twelve (12) month period so defined in any class of property, then progressively older sales shall be added in no less than three months increments until you have at least thirty (30) market sales.

VI. RESPONSIBILITY OF TOWN

A. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the CONTRACTOR are in the nature of assistance to the Director of Assessment and all decisions as to proper valuations, taxable or tax exempt, shall rest with the Director of Assessment.

B. PHYSICAL DETAILS

The Town will provide the CONTRACTOR with a complete listing of all physical details for all commercial and industrial buildings and all structural improvements attached to each parcel. Listing will include all interior and exterior construction details, quality of construction, age, condition and percent of physical and functional depreciation. All data will be recorded on proper forms to be determined by the Director of Assessment.

a. SKETCHES

The Town will provide the Contractor with a sketch of all buildings and physical

improvements on the predetermined form. Sketches will be drawn to the nearest foot and labeled, using the labeling procedures approved by the Director of Assessment.

C. COOPERATION

The Director of Assessment, the Town, and its employees will cooperate with and render reasonable assistance to the CONTRACTOR and its employees.

D. ITEMS FURNISHED BY THE TOWN

The Town shall furnish the following to the CONTRACTOR:

1. Maps

The Director of Assessment shall make available for the CONTRACTOR'S use, all tax maps. The Director of Assessment shall also provide available parcel identification data for each parcel of real property including at a minimum the following items; all current legal information, i.e. ownership, property location, mailing address, and parcel identification numbers.

2. Land Dimensions

The Director of Assessment shall be responsible for providing accurate lot sizes and total acreage of all pieces of property where the tax maps or present records fail to disclose measurements or acreage

3. Zoning

The Town shall provide current Town zoning and planning regulations and zoning maps.

4. Property Transfers

The Town shall notify the Contractor on a regular basis, of transfers and property splits occurring after 10/1/2020 date. The Town shall update owner property record cards.

5. Data Inventory

The following data: owner of record, location of property, deed references, map and lot references, age and date of construction of all buildings, if available, and lot size or amount of acreage, or any other pertinent information shall be given to the Contractor.

6. Building Permits

Records of all building permits issued during the course of the revaluation project up to October 1, 2021. All such records shall be returned to the Town.

7. Mailing Address

The Director of Assessment shall provide through the Director of Assessment's Office the current mailing address of all property owners.

8. Office Space

Office space, as available, will be provided to the CONTRACTOR to carry out the terms of this contract.

Addendum #1

<u>OWNER</u>	<u>ADDRESS</u>	<u>PROPERTY TYPE</u>	<u>ASSESSMENT</u>
Corp Center. West Assoc.	433 South Main St.	Office building complex	12,448,030
Town Ctr. West Assoc.	29 South Main St.	Office building/mixed use	28,065,520
Saint Joseph College	1678 Asylum Ave.	Private College	71,831,270
West Farms Mall	1502 New Britain Ave.	Regional Mall	52,150,000
Coltec Industries Inc.	545 New Park Ave.	Manufacturing Plant	4,579,050
Goodrich Pump	1 Charter Oak Boulevard	Manufacturing Plant	4,761,820
The Wiremold Co.	60 Woodlawn St.	Manufacturing Plant	4,483,780
Sunrise West Hartford	22 Simsbury Rd.	Assisted Living Facility	6,688,990
Reservoir Ltd. Ptnshp.	1 Emily Way	Nursing Facility	5,110,000
Healthcare REIT Inc.	1 Hamilton Heights	Assisted Living Facility	7,910,000
Sisters of Mercy of CT	253 Steele Rd.	Continuing Care Facility	24,529,330
SOF-IX Blue Back Square	65 Memorial Rd.	Office building (condo)	20,885,123
SOF-IX Blue Back Square	65 Memorial Rd.	Multi-use Office (condo)	2,622,620
SOF-IX Blue Back Square	85 Memorial Rd.	Retail (condo)	3,219,692
SOF-IX Blue Back Square	75 Isham Rd.	Multi-use Office	32,460,099
SOF-IX Blue Back Square	38 Isham Rd.	Retail (pad site)	350,014
SOF-IX Blue Back Square	40 South Main St.	Retail	12,912,452
SF WH Property Owner LLC	1445 New Britain Ave.	Retail	29,088,220
E & A Northeast Ltd Ptnshp	333 North Main St.	Retail	18,200,000
Bishop's Corner (E&A) LLC	2523 Albany Ave.	Mixed-use (office/retail)	18,200,000

Addendum #2

Approximate Number and Value of Accounts by Property Type As Of October 1, 2018 Taxable Exempt Real Property

Use Code	Class Description	Quantity	Total Value By Class
100	Residential vacant	242	12,475,530
101	Residential dwelling	17,157	3,883,182,071
102	Two family	950	199,729,250
103	Three family	329	80,084,970
104	Four family	11	2,789,850
105	Condominiums	2,354	340,457,719
108	Condominium rights	1	84,000
109	Vacant/w out bldg.	15	3,022,460
111	Condo out building	187	734,720
200	Commercial Land	35	6,385,680
201	Commercial	450	812,695,710
202	Commercial w/o bldg.	1	126,000
205	commercial Condos	11	58,818,760
300	Industrial land	47	5,528,110
301	Industrial	178	79,422,567
305	Industrial Condominium	6	622,230
400	Utility Land	9	2,551,220
401	Utility Building	3	2,704,800
801	Residential apartments	1	503,440
802	Commercial apartments	98	198,567,080
900	Exempt vacant	43	24,512,810
900R	Exempt vacant Res.	123	18,680,340
901	Exempt residential	42	18,622,310
902	Exempt commercial	114	768,075,350
909	Exempt vac w/out bldg.	6	4,321,870
920	Exempt comm. vacant	11	2,912,140
923	Exempt comm. Res.	1	1,947,400
928	Exempt comm. Apts.	4	16,665,240
930	Exempt industrial	1	381,150
931	Exempt industrial lane	14	3,478,300
941	Exempt utility building	2	15,203,510
954	Exempt wetlands	1	5,390
995	Condominium mains	68	0
		<u>22,515</u>	<u>6,565,291,977</u>

Indemnification and Insurance Exhibit Contractor w/Professional Services

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnity shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements. The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.
3. **Professional Liability (claims-made):** \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed as identified in the underlying agreement.
4. **Valuable Papers and Records Coverage.** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
5. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
6. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and

penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.